

BILL NO. S-92-06- 23

SPECIAL ORDINANCE NO. S- 116-92

AN ORDINANCE of the Common Council
ratifying a collective bargaining
agreement for employees represented
by the International Union of
Operating Engineers Local 19 for the
years 1992, 1993 and 1994.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, an agreement has been reached by and between the City and the International Union of Operating Engineers Local 19 through collective bargaining as authorized and envisioned by the City's ordinances; and

WHEREAS, said agreement is for three (3) years,
but pursuant to Indiana law, the compensation provided
for therein must be annually ratified; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees for the year 1992 and to approve the other provisions of said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The collective bargaining agreement by and between the City of Fort Wayne and the International Union of Operating Engineers Local 19, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein, is hereby approved and ratified.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 19

July 1, 1992 thru December 31, 1994

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PREAMBLE

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Local #19 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the Union, and covers all employees of the Street Department, Water Filtration Plant, and the Water Pollution Control Plant whose work is done and covered under job classifications listed in Addenda A, B, and C hereto. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

WITNESSETH

To facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union, and the general public may mutually benefit, the parties hereto have agreed together as follows:

ARTICLE I - PERIOD OF AGREEMENT

Section 1. Working Agreement:

(a) This agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of July, 1992, and shall continue in force and effect through the 31st day of December, 1994, and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall

be submitted no later than October 1, 1994, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1994, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on January 1, 1995, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Schedules A shall take effect at the conclusion of satisfactory negotiations, and shall be retroactive to the 1st day of January, 1992, and shall continue in force and effect through December 31, 1992. Either party may request a wage reopener no later than October 1, 1992 and/or October 1, 1993. Should such request be made and should negotiations produce wage schedules other than as set forth in Schedules A of this Agreement, the effective date of such adjustment shall be January 1, 1993, or the first day of the payroll period during which a settlement is reached, whichever is later. Such wage schedules shall remain in effect through December 31, 1993, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

(b) Changes in the wage schedules agreeable to both parties can be made at any time. Such requests will be made in writing by the Union and will be answered in sixty (60) calendar days by the City. If changes are made by the City, the Union will be informed of such changes within five (5) working days.

ARTICLE II - RECOGNITION

Section 1. Management Rights and Responsibilities: (a) Except as otherwise provided in this Agreement, the City in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the City's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice. The Employer agrees that in exercising the rights herein, nothing shall be construed or applied in any manner which negates, modifies, or supersedes the rights of employees or the Union where such rights are expressly set forth in this Agreement.

(b) Whenever decisions on discharging, suspending, disciplining, demoting, and laying off covered employees are contemplated by the City, the Union shall be advised of the reasons therefore and shall be given an opportunity to express its point of view.

(c) The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union shall be brought into any discussions regarding such changes.

(d) The City agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union, and within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

In this regard, complaints filed by the Union which allege violation of this section shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed, the Employer will take necessary corrective action.

Section 2. Recognition:

(a) The City recognizes the Union as the exclusive bargaining agent for its employees within the bargaining unit as listed in Addenda A, B, and C concerning their hours, wages, and other conditions of employment.

(b) Authorized agents of the Union shall have access to the

City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the City's working schedule. If the City requests it, the agents of the Union shall notify the employer of its presence on the premises.

(c) Should a dispute arise between the Union and any other union relating to jurisdiction over employees, or operations covered by this Agreement, the dispute shall be resolved by the Personnel/Labor Relations Director and appropriate representative or tribunals of the unions covered.

Section 3. Agency Shop: (a) Beginning January 1, 1968, as a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union shall pay to the Union directly or through payroll deductions an agency shop fee as determined by the Union. Each employee who enters the bargaining unit shall begin such payments in the month in which he completes his first three months of service.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he does not pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor

Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 4. Dues Checkoff: (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the City. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the City shall make the necessary additional deductions in the next succeeding month or months. In any case, the City's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will

protect the City from any and all further liabilities and claims which may arise under this paragraph.

(b) Any concerted action on the part of the Union, such as strike and slowdowns, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or slowdown.

(c) Slowdown defined as inactivities which interfere with the City's normal operations and would be determined by a third party agreeable by both parties.

Section 5. Union Cooperation: (a) Employees covered by this Agreement will individually and collectively perform loyal and efficient work and service, will use their influence and best efforts to protect the property of the City and its service to the public and will cooperate in promoting and advancing the City's programs and the protection of its service to the public at all times.

(b) The Union recognizes that employees, in accepting work with the City, accept responsibility for responding to the needs of emergency call-ins for snow storms, disaster situations and similar emergencies.

(c) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease or refuse the continuous performance of their duties in order to coerce the City in a dispute. If, nonetheless, any of the employees covered herein do cease or refuse work of their own volition, the City will be free to replace such employees and to

obtain competent services to continue its normal operations.

(d) The City agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the various departments covered herein. This shall not be interpreted to restrain the City from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority will be laid off.

(e) The City will discharge an employee covered by this Agreement for grave offenses such as proven dishonesty, as in being convicted for a felony in a court of law, stealing, sabotage, the use of intoxicating substances during working hours or break periods, or any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or intoxicating substances shall not be brought on City property (including City vehicles) at any time. The Union understands and reaffirms the established City rule listed above and that violation shall be cause for immediate dismissal. If an employee reports in to work under the influence of alcoholic beverages or intoxicating substances and is unable to perform his duties and/or constitutes a safety danger to himself or other employees because of this condition, the employee shall be sent home without pay.

Section 6. Union Officials: The City recognizes the right of the Union to designate job stewards, alternates, and committee persons. The authority of Union officials so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

2. The collection of delinquent dues, initiation fees, and uniform assessments when authorized by appropriate Union action.

3. The transmittal of such information and messages which shall originate with and are authorized by the Union or its officers, provided such information and messages have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the City's business.

4. The orderly collective bargaining with management relative to all matters such as renegotiating agreements and all matters contained in present agreement.

Time spent on legitimate Union business shall count toward accrual of forty (40) minimum work hours per week. The lawful pursuit of the aforementioned duties is to be performed during regular working hours.

Section 7. Bulletin Boards: The Employer agrees to furnish a bulletin board located in each department where employees normally work for the sole use of the Union for posting of matters relating to Union meetings and other Union matters.

ARTICLE III - NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment opportunities because of being a veteran of the Vietnam era, or because of race, color, creed, sex, national origin, age, or occupationally irrelevant physical handicaps as provided in Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1979. This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfers or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.

ARTICLE IV - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure: The City and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the scope of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the City has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may file a grievance. Any employee with a grievance will be notified of each of the three steps and shall be requested to attend each step of the grievance process. A grievance is further defined as a violation, or claimed violation, of one or more of the clauses

of this Agreement. Any complaint that this Agreement has been violated must cite the section allegedly violated, the way in which it was violated, and redress sought. If an alleged violation cannot be shown to be in violation of a clause in this Agreement, no grievance shall be deemed to exist and the matter in discussion shall be considered as having been resolved. The subject matter of, and the redress sought in the original written grievance, may not be altered in subsequent steps of the grievance procedure. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

Step 1: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident which gave rise to the grievance occurred, within ten (10) working days from the date of the alleged violation. The Department Manager must give his/her written answer within three (3) working days.

Step 2: If no satisfactory settlement is reached in Step 1 within three (3) working days, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director. Within three (3) working days the Division director shall give his written answer.

Step 3: If the grievance has not been satisfactorily settled in Step 2, the appeal to Step 3 may be made within five (5) working days from receipt of the Step 2 answer. The Union representative shall discuss the grievance with the Personnel/Labor Relations Director or his designated representative within

ten (10) working days after appeal to this Step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's Step 3 answer, notify the Employer of the Union's intent to arbitrate the dispute.

Section 2. Arbitration: Upon receipt of written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of seven (7) impartial arbitrators. Upon receipt of such panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis, and the last remaining name shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the City and the Union. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His opinion must cite the Article and Section of the

Agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties. In the event the arbitrator rules in favor of the aggrieved party, he may not order redress greater than that sought in the grievance or provided as a maximum in the grievance procedure. Any back pay ordered shall be less any earnings and employment compensation received by any employee from any source during the period of the back pay award.

Section 3. Extension of Time Limits: In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

ARTICLE V - REGULATIONS AND WORKING CONDITIONS

Section 1. Working Hours:

- (a) See Addendum A for Filtration Plant.
- (b) See Addendum B for Water Pollution Control (WPC) Plant.
- (c) See Addendum C for Street Department.

Section 2. New Employees: (a) A new employee shall be termed a probationary employee for a period of ninety days, during which time the City can release such employee at its sole discretion without giving rise to a grievance.

(b) Upon completion of the above probationary period, the employee shall be placed on the seniority list as a regular

employee and immediately credited with the seniority which accumulated during this probationary period.

(c) The Employer guarantees the employee a minimum of forty (40) scheduled hours per work week.

Section 3. Seniority: (a) Seniority, as used in this Agreement, shall mean length of service in work covered by this Agreement, except as otherwise provided herein, and shall be measured from the first day of employment. If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's social security number; that is, the employee with the lowest number shall have preference.

(b) The seniority of an employee shall terminate under any of the following conditions:

1. When employee is laid off for a period of more than two years.
2. When a laid-off employee fails to give notice of his intentions to return to work within forty-eight hours after the City has sent to his last-known address a certified letter requesting his return. A copy of such letter shall be sent to the Business Agent of the Union.
3. When employee gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When employee resigns his employment with the City.

5. When employee is discharged for just cause.
6. When employee violates the conditions of a leave of absence.
7. When employee is pensioned by the City.
8. When employee is absent more than three (3) days without reporting his absence to his supervisor or the department office, unless unusual circumstances make it impossible to give such notice.

Section 4. Layoff: (a) Employees laid off in any job because of lack of work shall be laid off in the reverse order of their classification seniority in the department. An employee so affected shall be entitled to a job in any classification within the department in which s/he has the necessary qualifications and seniority. In laying off from any department, bargaining unit seniority shall determine the employees to remain.

(b) In the event of any job eliminations or layoffs, the City guarantees that the Union and affected employees will be notified ten (10) working days in advance of such action, or the employee will be paid for ten (10) working days from date of notice. Any bumping shall be implemented within the ten working days advance notice.

(c) The City agrees that stewards and one Business Manager shall have super seniority as far as layoffs are concerned. All stewards and the Business Manager shall be the last employees laid off if there ever comes a time when we need a reduction of the work force in the City. This is based on the stewards and

Business Manager being qualified to do one of the remaining jobs at the time of the layoff, and the stewards and Business Manager must be duly elected under the by-laws and constitution of the International Union of Operating Engineers.

(d) An employee transferred to another job classification in accordance with the terms of this section shall receive the rate range for the job classification to which he is transferred according to the wage schedules listed in Addenda.

(e) When adding to the forces, those most recently laid off, within a period of two years, shall be the first to be reemployed, if available and qualified, provided they are physically able to do the work.

(f) All time off during any one calendar year in excess of thirty (30) days for layoffs or leave of absence respectively shall be deducted in computing years of service.

Section 5. Discharge: (a) The City shall not discharge any employee covered by this Agreement without just cause. Before any discharge is in order, the City must have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel Administrator. Each warning notice shall remain in effect for a period of one year, after which said written warning shall be removed from employee's personnel file.

(b) However, such warning notice shall not be necessary when the discharge is for grave offenses such as proven dishonesty or violation of the City's rules covering the use of

intoxicating substances or liquors, which rules:

1. Prohibit consumption of alcoholic beverages or intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift.

2. Prohibit bringing intoxicating liquors or substances on the City's premises or carrying them in the City's vehicles.

(c) Copies of all disciplinary actions shall be furnished by the Department Manager to the Union and to the Personnel Department within two (2) working days after the action is taken.

Section 6. Promotion: (a) The most senior employee within the department with the job opening shall be given preference in filling job vacancies. If there are no qualified bidders within the department with the vacancy, then bidding employees from other departments within the bargaining unit shall be considered for the opening. If there are no qualified bargaining unit employees bidding on the vacancy, the Employer may hire someone from outside the bargaining unit.

(b) When a vacancy occurs, as determined by management, in a job classification covered by this Agreement, the City shall within fifteen (15) days either inform the Union that the vacancy is not to be filled or shall post an invitation for bids on the vacancy, describing the duties, skills and qualifications required and the wage rate to be paid. When an additional position in a job classification covered by this Agreement is to be filled, a notice shall be similarly posted. Responsibility

for notifying the employees who are absent on vacation or sick leave and who are eligible to bid on a posted job shall be assumed jointly by the City and the Union. Any job not covered by the Agreement must be established by mutual agreement prior to posting.

(c) Each such notice shall remain posted for five working days; all bids must be submitted before the end of the posting period. The selection made from among those bidding shall be posted within one calendar week following the close of the posting period. A senior qualified employee unable to submit a bid or to assume a position due to absence on vacation or other leave, who has not been notified of the vacancy shall have the right, on return, to exercise seniority in bumping a successful bidder with less seniority. He must exercise this right within five (5) working days after his return. Notification by management shall be a registered letter to the absent employee at his last-known address.

(d) The Department Head will discuss with the Union the qualifications of those employees bidding on the vacancy. If an employee with greater seniority who has bid for the vacancy is bypassed in filling any such vacancy, and does not receive the requested transfer, the employee shall upon request, be informed of the reasons therefore. If the City judges that there were no qualified bidders, it shall so inform the Union and those who bid for the job. In filling any such vacancy, the employee shall be temporarily transferred to the vacancy for a period of thirty

(30) days, after which he shall receive the permanent classification or be returned to his original classification. If the employee is returned, the City will determine whether or not the job will be rebid, and will notify the Union.

An employee promoted or bumped to a classification requiring a Commercial Driver's License (CDL) shall not receive a rate increase commensurate with such classification until s/he has obtained a valid CDL.

(e) Any employee promoted under the provisions of this section shall be allowed three (3) successful bids per 12-month period and shall not bid again except for reasons of health or other reasons acceptable to the City.

(f) When the Department Manager is of the opinion that there are no qualified bidders, he shall so inform the Union steward and those bidding for the job.

Section 7. Sick and Accident Leaves: (a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at the rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. In no instances will sick time be accrued for leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. If an employee has four (4) sick time occurrences, without having a doctor's certi-

ficate, in a six (6) month period, s/he may be required to present a physician's certification for each subsequent occurrence until s/he has had two consecutive months of perfect attendance. For purposes of this Section, "occurrence" is defined as a period of absence due to a single injury or illness.

Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

(b) If a regular, hourly rated employee is absent from work because of illness or injury for more than one (1) of his consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that illness or injury, or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.

(c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Worker's Compensation Act shall be made over by him to the City. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the City, shall also be remitted to the City. If the absence from

work of such employee continues beyond the sixty working days provided in paragraph (1) so that any further allowances paid by the City are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Worker's Compensation and/or a third party shall be restored to his accrued sick leave upon remitting such monies to the City. Any benefits paid the employee under a personally financed insurance policy and any third party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the illness or injury continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

(f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee is notified of the layoff prior to the beginning of the illness or injury. If the notice of layoff is given after the employee becomes ill or injured, the employee shall be entitled to sick leave allowances for the duration of that illness or injury.

(g) In the event an employee has been granted a leave of absence of more than thirty calendar days and then becomes ill or injured before the effective date of the leave, the employee will be afforded the opportunity to cancel the leave. If any employee becomes ill or injured while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each illness or injury shall:

1. Be a regular employee.

2. Have sick leave credit when he becomes ill or injured.

3. Have reported the cause of his absence prior to the beginning of the first scheduled working day of absence.

4. Promptly present a physician's certification that he is ill or injured, if requested by the City.

5. Promptly adopt such remedial measures as may be commensurate with this illness or injury and permit such reasonable examination and inquiries by the City's medical representatives as, in the City's judgment, may be necessary to ascertain employee's condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying the supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation outside the City.

(l) If the disability of a regular employee is caused by injury occurring in the course of employment with the City, the employee shall be paid from the sixth regularly scheduled working day of such absence and the following sixty scheduled working days of absence shall not be deducted from employee's accumulated sick and accident leave. Disability caused by negligence of a third party shall be compensated from the first day of injury.

(m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the City. In like manner, any sick and accident leave allowances for an on-the-job injury and/or from a third party as set out in paragraph (c) above shall be

deemed an advance and the amount thereof shall be due and payable by the employee to the City upon his receipt of such other payments.

(n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury of the employee only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to a five-day, unpaid suspension for the first offense and discharge for any subsequent offense.

Section 8. Notification of Absence: (a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent he shall give notice to his supervisor prior to the starting time of the shift on which he works, in order to be eligible for sickness and accident benefits.

(b) If an employee does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

Section 9. Examinations: (a) Physical, mental, or other examinations required or requested by the City or by another governmental body, due to illness, injury, or license renewal, shall be promptly complied with by all employees; the City shall pay for all such examinations and the employee shall suffer no loss of pay for complying during regularly scheduled work hours. It shall not pay for any time spent by the applicants for jobs.

(b) The City reserves the right to select its own medical examiner or physician; however, the Union may if it believes injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 10. Leaves of Absence: (a) With the written approval of the Department Head, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the

Personnel/Labor Relations Director of the City. Subsequent extensions may be granted by approval of the Personnel/Labor Relations Director, up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.

(b) Any employee on leave of absence shall be permitted to return to work only if he is qualified to do so. If such employee accepts employment elsewhere without the written consent of the City, his employment with the City shall be deemed to have been terminated.

(c) Each request for leave shall be considered on an individual basis only and shall be granted or disapproved according to its merit. Any leave taken shall be without pay.

(d) It is not the policy of the City to grant a leave of absence for the purpose of working outside the Department, unless unusual circumstances involving service to the City of Fort Wayne are involved.

(e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a leave of absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician

and/or the City physician.

(f) Employees exceeding the thirty (30) days regular illness, or maternity leave, who elect to return to work and are physically and contractually qualified, will return to the position held before leave of absence. If previously held position is eliminated while an employee is on a leave of absence, that employee shall return to work with bumping rights commensurate to their seniority.

Section 11. Leaves for Union Business: (a) Employees called upon to transact for the Union with the City any business which requires them to be absent from duty with the City shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

(c) Employees who serve on the Union negotiation committee shall be paid their regular base pay for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled day's pay of eight (8) hours. Not more than six such employees shall be excused from their duties at any one time. There shall be two from each of the three departments covered in the Agreement. The President and Business Manager shall be excused also, in addition to the above.

(d) Any employee elected or appointed to an office in the

Union requiring him to be absent from duty with the City shall, at the end of his term in office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position, with all the seniority and rights accrued as of the time he left the City to take over Union duties. Other employees shall agree to the demotions necessary to make room for him on his return. He shall not be paid by the City during his absence.

Section 12. Funeral Leave: (a) In the case of death in an employee's immediate family, meaning (1) parent, spouse, child, mother-in-law, father-in-law, grandparent, brother, sister, aunt, uncle, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, present spouse's grandparent, or (2) any other relative living in the same residence as part of the same household, employee shall receive, upon request, a maximum of four consecutive scheduled working days off, without loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties, as long as one of the days is the day of the funeral.

(b) An employee attending a funeral (other than outlined above) shall be granted eight hours off without pay, provided proof of attendance is furnished if requested by the Department Manager.

Section 13. Jury Leave/Election Day Leave: Employees absent from their duties with the City because of jury duty, or excused to work for the Election Board or for a candidate on

Primary or General Election day, shall receive the difference between their base pay and the payment received for the period of jury or election service, upon presentation of proper evidence.

Section 14. Military Duty: (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

(b) Military Leave: All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

(c) Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

Section 15. Transfers: (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater. Temporary transfers shall not continue beyond 30 days.

(b) If an employee is temporarily transferred to a job

having a lower rate of pay, he shall not suffer a reduction in his rate of pay.

(c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

(d) Employees promoted or assigned to jobs outside the bargaining unit hired after January 1, 1983 shall retain, but not accumulate, any seniority during the time of such transfer or promotion. In the event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice.

(e) Nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies, nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 16. Vacations: (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.

(b) During the subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes six or more years of continuous service, he shall

receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes fifteen or more years of continuous service he shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service he shall receive five weeks of paid vacation in the current calendar year.

(c) Six-day shift employees shall receive a 6th day of paid vacation time, at straight-time pay, for each five consecutive days of vacation taken.

(d) Vacations must in general be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance in writing by the Personnel/Labor Relations Director for reasons of mutual convenience.

(e) When a paid holiday occurs during an employee's vacation, the Department Manager shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to management or an additional day's pay. The City shall notify the employee of its choice of these alternatives before his vacation leave begins.

(f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regularly scheduled hours on such day or days. Any time worked on a day for which employee is not receiving vacation pay shall

be paid for according to the standard provisions of the Premium Pay clause in this Agreement.

(g) In order to avoid disrupting the working schedule, the City shall designate the vacation periods. When setting the schedule of vacations, the City shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit.

(h) When an employee with more than six months but less than fifteen years of continuous service leaves the services of the City, an adjustment of his final pay shall be made for vacation accrued (to the nearest half day) but not taken, or for vacation taken before being fully accrued.

(i) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs.

(j) The Department Manager shall distribute to each employee as soon after the first of the year as is practicable a vacation form showing the number of weeks of vacation each employee is entitled to take; the employee shall indicate on the form the dates he prefers for his vacation and shall return the completed form to the Department Head within fifteen (15) calendar days or as indicated on the form. Employees may split their weeks or take them all at one time. Employees may take up to one week of vacation on a day-at-a-time basis.

The Department Manager shall then make the vacation assignments according to the requests submitted and in the order of the employees' seniority, modified only by the above paragraph (g). Employees who are late in returning their vacation request forms shall have their vacations assigned only after the other employees' vacations have been scheduled. The completed schedule of vacations shall then be posted; after such posting, no changes in vacations shall be allowed except by posting and bidding, with seniority governing the reassessments.

Section 17. Legal Holidays: (a) Holidays in 1992 shall be as listed in the previous Agreement. Effective January 1, 1993, holidays, within the meaning of this Agreement, shall be:

New Year's Day	Veterans Day
M.L.King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

(b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent to his regular straight time base pay for each of the holidays recognized in the Agreement, whether such holiday falls on his regularly-scheduled workday or not.

(c) The aforesaid holiday pay shall not be allowed to an

employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the City is given.

(d) Any employee who works on a holiday shall receive double his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.

(e) An hourly-rated employee temporarily working in a classification on a wage rate higher than his base rate shall receive such higher rate for the holiday if he works the scheduled hours in the temporary classification on both the workday preceding and following the holiday.

Section 18. Premium Pay-Overtime: (a) All hours worked over forty (40) in a seven-day cycle, which starts at 12:01 am Sunday and ends at midnight Saturday, qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. Hours worked include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.

The City shall have the right to reschedule work on a temporary basis to avoid paying overtime; however, such rescheduling, for an employee with 6/2 workweeks, shall not be done in such a manner as to deprive the employee of an opportunity to work six consecutive days, unless the employee consents.

The City shall have no right to change the normal work schedule of an employee with 5/2 workweeks unless there is a

temporary change of shift, a temporary change of duty assignment, or the employee consents. Under no circumstances may the City send an employee home during a scheduled workday solely to avoid paying overtime, unless the employee has worked at least eight hours or the employee consents.

(b) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. Notwithstanding any other provisions of this Agreement, in no event shall the combination of overtime pay plus holiday pay or any other pay applying to the hours worked be greater than double time.

(c) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work in the classification performed at the overtime rate. Each department will maintain and post an accurate employee list showing accumulated overtime hours. This provision shall not be interpreted to limit the Department Heads in rescheduling work or temporarily transferring employees to avoid overtime work or to assure continuity of operations at all times.

(d) A minimum of three hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time shall start when employees are called; however, all time exceeding sixty minutes between the time of the call and the time of reporting for work shall not be paid for.

(e) A shift premium of twenty-five (25) cents per hour shall be paid for all the hours actually worked on a shift having 50 percent or more of the hours scheduled between 6:00 p.m. and midnight. A shift premium of thirty (30) cents per hour shall be paid for all the hours actually worked on a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. Swing shift employees shall receive shift premium of thirty (30) cents per hour for all hours worked. In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.

(f) Employees, in the event an emergency is declared by the Mayor, or his designee, which impacts the majority of Civil City and City Utilities Departments and requires personnel from them will be compensated at their straight time hourly rate, plus \$2.50 added to this rate for all overtime hours. This special rate is to be received by all unions with bargaining agreements with the City and will provide equitable compensation for unusual and extraordinary need of City services by the community.

Section 19. Safety Practices: (a) A safety committee will be established to function and to hold regularly-scheduled monthly meetings in their respective departments. The committee members will be chosen by both management and the Union for the purpose of making constructive recommendations to the Employer.

(b) If an employee neglects to follow the safety practices established by the City for the work he performs (including the

proper use of protective equipment supplied by the City,) he shall, after proper warning, be subject to disciplinary action.

(c) The employee shall purchase required safety shoes, and may purchase Carhardt or similar protective outerwear. The City shall reimburse each employee up to \$175.00 per year for such purchases, upon presentation of a receipt. The City shall also pay the cost of one pair per year of industrial safety glasses as approved by the Risk Management Department, up to a maximum of \$50.00, with receipt of purchase. The City will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the City will replace them at the entire cost to the City.

(d) Both the City and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City shall forthwith inform the proper supervisors who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

(e) Uniforms may be worn by all employees represented by

the bargaining unit. Such uniforms shall be furnished by the City at no cost to the employee. Uniforms not worn by the employee shall be returned to the City.

(f) Foul weather gear as listed herein, or as determined by management, shall be furnished by the City at no cost to the employee. Said gear shall be checked in and out by management and assigned to a specific employee:

Filtration shall furnish rainsuits; WPC Plant shall furnish raincoats; Street shall furnish rainsuits.

(g) Employees shall be reimbursed up to a maximum of \$25.00 for the cost of Commercial Driver's License renewal if their current job description requires such certification.

Section 20. Retirement: (a) Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These shall include the Public Employees' Retirement Fund and Federal Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Agreement immediately prior to retirement. An employee's accrued sick time pay benefits shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his retirement. In the event of any employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each eight hours accumulated to the employee's beneficiary.

(b) All bargaining unit employees shall be covered by the

Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the Employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF,) or no pension plan. Employees with broken service will be credited for past service on a cumulative basis, provided no withdrawals of contributions have been made. Where PERF withdrawals have been made, the Administrator of the PERF shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit. In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

(c) Each employee who retires under one of the programs cited in Paragraph (b) above, and who has at least eight years of continuous service at retirement, shall receive a \$5,000 life insurance policy for the rest of his/her life.

(d) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five (5) years' consecutive service shall be eligible to participate in the current retirees' group insurance plan at the rates determined by the carrier.

Section 21. Insurance: (a) The Employer agrees that basic life, medical, dental and long-term disability insurance benefits shall be extended to all bargaining unit employees for the life

of this Agreement. The copayment cost for the \$250 deductible plan shall be twenty-five dollars (\$25) per month per employee from January 1, 1992 through December 31, 1992, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family. Copayment rates shall be negotiated annually. Optional insurance benefits may be offered at rates set forth by the Employer for all employees.

(b) All insurance policies will terminate for the following reasons:

- 1) Termination of employment.
- 2) Thirty (30) days after date of layoff.

3) City employees on legitimate regular illness, or maternity, leave of absence will be covered under the City insurance plan for thirty (30) calendar days. In case of illness or maternity leave, this shall not apply until accrued sick leave pay is exhausted. If the employee elects to extend such insurance coverage beyond the 30 calendar days, he may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of the leave of absence. The City shall waive the premium payment by the employee for a period not to exceed six months during serious long term illness, including extended pregnancy leave for medical reasons.

4) Strike or slowdown. Slowdown defined as any activities which interfere with the City's normal operations and

would be determined by a third party agreeable to both parties.

(c) Employees actively at work on the first day following their first 30 days of employment shall be eligible for all insurance plans covered under this Agreement.

Section 22. Personal Time: (a) Separate and independent of vacation and sick leave allowances, employees shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service, and shall be taken Monday through Saturday and not on paid holidays. Effective January 1, 1993 and thereafter, employees shall receive five days personal time each year commencing with the completion of one (1) year's continuous service.

Employees who have completed six (6) years of continuous service shall receive six (6) days personal time each year. Employees who have completed twenty-five (25) years or more of continuous service shall receive eight (8) days personal time each year.

As an additional personal day, an employee shall be entitled to a paid day off for his/her birthday if s/he is in an active employment status on his/her birthday.

All personal time authorized by this Article V, Section 22 (a) shall be earned from date of hire or rehire and shall be granted to each employee on his/her anniversary date for use during the following year.

(b) An employee having four (4) months of perfect attendance shall receive one personal day, in addition to those provided in

(a) above. Perfect attendance is defined as working all scheduled hours. Said time shall be used within the following 4-month period, and such usage shall not count against perfect attendance

(c) Except for employees on 6 days on/2 days off schedule, personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to the request for such personal day. In the event of an emergency, as determined by the Department Manager, the one working day notice may be waived. Personal time may not be carried over from year to year.

Section 23. Registration: The City and the Union agree that all employees of publicly-owned utilities and of governmental departments should participate in the important responsibilities of government at least to the extent of exercising their right to vote. Accordingly, all employees who are eligible to register will be requested to register and vote.

Section 24. Separability and Savings: (a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement

has been restrained, shall not be affected thereby.

(b) If any article or section is held invalid or if enforcement or compliance with such article or section has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

WHEREAS, the City of Fort Wayne, Indiana, has recognized that the International Union of Operating Engineers Local 19 represents a majority of the employees in the below-described unit, and

WHEREAS, the unit covers employees in job classifications listed in Schedules A of Addenda A, B, and C of this Agreement,

THEREFORE, be it resolved that this Agreement shall become effective on the 1st day of July, 1992, and shall remain in full force and effect through the 31st day of December, 1994.

FOR THE CITY:

Paul Helmke
Mayor

Charles E. Layton
Director of Public Works

F. Nelson Peters, IV, Director
Personnel/Labor Relations

Neil H. Wisler, Superintendent
Water Pollution Control Treatment

P. Woody Drudge, Director
Transportation Operations

Theodore E. Katras, Assistant
Superintendent, Filtration

FOR THE UNION:

John H. Barnets
Business Manager

Bart A. Houholder
President

Al Reeves, Steward &
Committeeman, Filtration Plant

Greg Luebke, Steward &
Committeeman, WPC Plant

Susan M. Rogers, Committee-
woman, Street Department

Date: _____

IUOE ADDENDUM A - FILTRATION PLANT

Regulations and Working Conditions

Section 1. Working Schedules: The regular working hours for Filtration Plant employees shall be as follows:

(a) Operating Chemist, High Service Pump Operator, St. Joe Dam Operator, Chemical Feed Operator: first shift = 6:00 a.m. to 2:00 p.m.; second shift = 2:00 p.m. to 10:00 p.m.; third shift = 10:00 p.m. to 6:00 a.m.; eight consecutive hours per day for six consecutive days and then two days off, Sundays and holidays included.

(b) Mechanic A, Mechanic B, Mechanic C, Utility Person, Building Service Person: first shift = 7:00 a.m. to 12 noon and 12:30 p.m. to 3:30 p.m.; second shift = 3:00 p.m. to 7:30 p.m. and 8:00 p.m. to 11:30 p.m., Monday through Friday, Sunday thru Thursday, or Tuesday thru Saturday; third shift = 11:00 p.m. to 4:00 a.m. and 4:30 a.m. to 7:30 a.m., beginning 11:00 p.m. Sunday through 7:30 a.m. Friday, Monday thru Saturday, or Tuesday thru Sunday.

(c) Plant Clerk (Maintenance), Preventive Maintenance Mechanic: 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. Monday through Friday inclusive.

(d) Chemical Unloading Operator: one-shift operation of forty hours, 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday. When a two-shift operation is required, the schedule shall be two shifts of forty hours each, 5:00 a.m. to 1:00 p.m. and 12:00 noon to 8:00 p.m., Tuesday through

Saturday and Monday through Friday respectively.

(e) Analytical Chemist: 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m., Monday through Friday inclusive, and up to four hours on alternate Saturday mornings.

(f) Secretary B, Clerk/Typist B: 7:30 to 11:30 a.m. and 12:00 noon to 4:00 p.m., or 7:30 a.m. to 12:00 noon and 1:00 to 4:30 p.m., Monday through Friday inclusive.

(g) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the normal hours of work provided for herein shall be resumed if requested by management or by a majority of the unit affected by the change in hours.

Effective from date of contract through November 30, 1993, regular operators shall have the first call on the first six days of relief operation caused by sickness or personal accident. However, if the vacancy is four hours or less in duration, it may be filled by temporary transfer of on-duty employees.

Effective December 1, 1993 and thereafter, when a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the Operator classifications, and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification, such employee may be assigned to the vacancy. If additional hours are involved, outside of normally scheduled hours, and if regularly assigned Operators are available and can be contacted, they shall

have preference for filling the vacancy.

(h) If a maintenance person is assigned to work as a relief operator, s/he shall not be required to take one day off before taking over on the relief shift. When the relief is over, s/he shall return to maintenance on the first scheduled work day for such work and work her/his regular days at straight time pay.

Section 2. Special Premium Overtime Provisions: Subject to the provisions of Section 18 of this Agreement: (a) An hourly-rated, six-day shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day.

(b) There shall be no guaranteed minimum for operating employees if called back to work after being released from their regular day's work.

Section 3. Wage Schedules: Notice of any action taken by the City after the date of the Agreement in the matter of adding, abolishing, or rerating positions because of changes of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within five days and such matter may be made a grievance under the grievance procedure provided for in the Agreement.

The City may employ or transfer workers in any of the classifications listed in the following Schedule(s) at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous experience and qualifications of such employee entitle him to

such higher rate. Employees shall progress in accordance with Schedule A.

IUOE #19 - FILTRATION
Schedule A - January 1, 1992

Effective January 1, 1992, hourly wage rates for listed classifications of work shall be as follows, which represents 3.25% plus equity:

	<u>First 3 Months</u>	<u>4 thru 7 Months</u>	<u>8 thru 11 Months</u>	<u>Over 11 Months</u>
Operating Chemist	11.219	11.384	11.555	11.702
High Service Pump Operator	10.743	10.883	11.021	11.168
St. Joe Dam Operator	10.356	10.497	10.713	10.783
Chemical Unloading Operator	10.356	10.497	10.713	10.783
Chemical Feed Operator*	10.703	10.844	10.981	11.129*
Working Leader	13.022	13.253	13.484	13.728
Mechanic A	11.486	11.664	11.845	11.996
Mechanic B	10.666	10.839	10.958	11.108
Mechanic C	10.441	10.568	10.694	10.851
Preventive Maint. Mechanic	11.077	11.250	11.400	11.551
Chief Electrician	13.377	14.188	14.998	15.809
Electrician A	12.768	13.579	14.390	15.201
Electrician B	10.550	10.713	10.884	11.360
Painter	10.470	10.639	10.761	10.910
Utility Person	9.479	9.814	10.169	10.356
Temporary Student Laborer	8.123	---	---	---
Building Service Person	9.295	9.407	9.514	---
Building Service Working Ldr.	9.678	10.011	10.366	10.494
Plant Clerk (Maintenance)	10.177	10.318	10.431	10.589
Hurshtown-Cedarville Operator	10.242	10.369	10.497	10.653
Secretary B	8.650	8.798	8.962	9.152
Clerk/Typist B	8.508	8.655	8.856	9.004
Analytical Chemist	11.554			
4 thru 9 months	11.960			
10 thru 15 months	12.408			
16 thru 21 months	12.898			
Over 21 months	13.395			

*Chemical Feed Operator shall receive 15 cents per hour in addition to any negotiated general increase, effective 1-1-93.

NOTE: When an employee is assigned to work on the Heavy Crane classification, an additional 10 cents per hour will be paid.

ADDENDUM B - WATER POLLUTION CONTROL PLANT

Regulations and Working Conditions

Section 1. Working Schedules: The regular working hours shall be as follows:

(a) Control Operator, Aeration Operator: Eight consecutive hours per day for six consecutive days and then two days off, Sundays and Holidays included, all in accordance with the schedule posted at the Utility. Shift working hours shall be: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; and 12:00 midnight to 8:00 a.m.

(b) Grit and Digester Operator: 8:00 a.m. to 4:00 p.m., Monday through Friday.

(c) Relief Operator: Relief Operators may be utilized in any of the following classifications: Control Operator, Aeration Operator, Grit & Digester Operator, and Stormwater Station Operator. A Relief Operator's working schedule will be that of the job on which he is relieving.

(d) Wastewater System Inspector, Stormwater Station Operator, Mechanics, Equipment Operators, Maintenance Service Person, and Plant Electrician: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday through Friday.

(e) Laboratory Technician: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday through Friday, plus four hours each day on rotating Saturdays/Sundays as scheduled.

(f) Custodian: 6:30 a.m. to 11:30 a.m. and 12:00 noon to 3:00 p.m., Monday through Friday.

(g) Building Service Person: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., one Monday through Friday and one Tuesday through Saturday.

(h) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the normal hours of work provided for herein shall be resumed if requested by management or by a majority of the unit affected by the change in hours.

(i) Relief Operator: When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the Control or Aeration Operator classifications, a Relief Operator shall normally be assigned to cover the vacancy. If a Relief Operator is not available and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification, such employee may be assigned to the vacancy until the incumbent returns or a Relief Operator becomes available.

(j) Wash-up time can be utilized as follows: Five minutes prior to lunch and 15 minutes prior to quitting. All employees will be scheduled to work up to that time and expected to use that time for cleaning, not for congregating in the shop or lunchroom.

Section 2. Wage Schedules: (a) Notice of any action taken by the City after the date of the Agreement in the matter of adding, abolishing, or rerating positions because of change of duties or functions shall be promptly given by the City to the

Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within five days and such matter may be made a grievance under the grievance procedure provided for in this Agreement.

The City may employ or transfer workers in any of the classifications listed in the following Schedule(s) at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous experience and qualifications of the employee entitle him/her to such higher rate. Employees shall progress from their beginning rate to the maximum rate for their position in accordance with the following Schedule A.

IUOE #19 - WPC PLANT

Schedule A - 1992

Effective January 1, 1992, hourly wage rates for listed classifications of work shall be as follows, which represents 3.25% plus equity:

	<u>First 3 Months</u>	<u>4 thru 7 Months</u>	<u>8 thru 11 Months</u>	<u>Over 11 Months</u>
Relief Operator	11.374	11.622	11.790	12.005
Control Operator	10.664	10.840	11.024	11.183
Aeration Operator	10.473	10.610	10.748	10.919
Grit & Digester Operator	10.369	10.508	10.645	10.813
Stormwater Station Operator	10.258	10.397	10.534	10.702
(deletion)				
Mechanic A	11.469	11.647	11.817	11.983
Mechanic B	10.704	10.890	11.022	11.180
Mechanic C	10.441	10.568	10.694	10.851
Preventive Maint. Mechanic	10.906	11.089	11.239	11.401
Equipment Operator A	10.841	11.024	11.201	11.370
Equipment Operator B	10.192	10.379	10.509	10.668
Maintenance Service Person	10.668	10.853	10.997	11.201
Laborer	9.929	10.053	10.160	10.291
Custodian	9.817	---	---	---
Building Service Person	9.576	9.700	9.814	---
(deletion)				
Operation & Maint. Foreman	11.790	11.976	12.160	12.344
Laboratory Technician	11.148	11.318	11.488	12.033

ADDENDUM C - STREET DEPARTMENT

Regulations and Working Conditions

Section 1. Working Schedules and Overtime Provisions:

(a) Eight hours, with an unpaid lunch period of one-half hour, shall constitute a normal day's work. Forty hours shall constitute a normal week's work:

Asphalt Plant Operator	Tool Room Attendant
Culvert & Drainage Repairer	Laborer
Operator A	Building Service Person
Operator B	Concrete Man
Sweeper Operator	Troubleshooter
Welder	Communications Operator
Truck Driver A	Accounting Asst/Sr Bookkeeper
Truck Driver B	Payroll Clerk/Typist A

7:00 a.m. to 3:30 p.m., 3:30 p.m. to 12:00 midnight, or 12:00 midnight to 7:30 am, Monday through Friday inclusive.

(b) The regular hours for Troubleshooter and Communications Operator I shall be eight consecutive hours per day, with two 15-minute breaks during the eight-hour day, for six consecutive days and then two days off, Sundays and holidays included and holidays not mandatory: 1st shift = 7:00 a.m. to 3:00 p.m.; 2nd shift = 3:00 p.m. to 11:00 p.m.; 3rd shift = 11:00 p.m. to 7:00 a.m.

(c) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the normal hours of work provided for herein shall be resumed if

requested by management or by a majority of the unit affected by the change in hours.

(d) Dispatchers or Troublepersons shall have first call for additional hours if a vacancy is filled. If an employee is assigned to work as a relief operator, he/she shall not be required to take one day off before taking over on the relief shift. When relief is over, s/he shall return to regular classification on the first scheduled work day for such work and work her/his regular days.

(e) Employees away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to the nearest suitable, agreed-upon shelter or eating establishment. In the latter case, the total time spent away from the job, i.e., the unpaid half-hour lunch period plus the time spent in traveling from and to the job, shall not exceed forty-five minutes.

(f) The City shall make available to employees who are required to work unscheduled additional hours those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves; to this end, therefore:

1. When such unscheduled additional hours continue into or beyond normal meal times, the employee shall, at his/her request, be furnished a hot meal at the expense of the City not to exceed five dollars per meal.

2. If an employee is called out more than one hour

immediately before his regular starting time on a regular scheduled working day, and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period.

(g) Employees shall be given the opportunity to learn the operation of Street Department equipment upon request, when the opportunity permits without disrupting the daily operation.

(h) Seasonal reassessments shall be posted and the most senior qualified employee will be able to bid on the crew he/she desires.

(i) For overtime purposes, an employee receiving a new classification shall be averaged within the new classification.

Section 2. Inclement Weather: (a) The City and the Union recognize the fact that temperature, wind, or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods, the City may suspend outside work or assign employees to other, less exposed work, either inside or outside.

(b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimum of temperature, and maximum of wind and such reasonable discomfort should not justify suspension of work.

(c) The City recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified, whenever possible.

(d) Therefore, it is agreed that when the temperature, as measured by a United States Weather Bureau approved thermometer is 10 degrees Fahrenheit or lower, outside work should be suspended or modified, except for an emergency. As used in this paragraph, an emergency shall be deemed to exist when continuity of a public service is threatened or interrupted or when public property, public health, or public safety is endangered. (Note: The accumulation of snow, ice, water, leaves or debris on public property or recreational areas shall be deemed to endanger public safety.)

(e) Under any paragraphs of this Section, should normal operations be suspended because of weather conditions, the employee shall not be paid for hours not worked. If the employee chooses to continue to work, he may do so.

Section 3. Wage and Classification Schedules: All wages set forth in this Agreement shall be considered minimum wages only and in no case shall a maximum wage scale be set up for any class of employees. It is further agreed and understood that the scale of wages hereinafter set forth shall continue in effect without change during the life of this Agreement, except as may be mutually agreed upon between the parties hereto. The City may employ or transfer workers in any of the classifications listed in the following Schedules at the indicated beginning rate or at a higher rate in the event the previous experience and qualifications of such employees entitle them to such higher rate. An employee shall progress from the beginning rate to the maximum rate for his position in accordance with these Schedules.

IUOE #19 - STREET DEPARTMENT

Schedule A - January 1, 1992

Effective January 1, 1992, hourly wage rates for listed classifications of work shall be as follows, which represents 3.25% plus equity:

<u>Months</u>	First 3	4 thru 6	Over 6 Months
Asphalt Plant Operator	11.610	---	---
Culvert & Drainage Repairer	10.715	---	---
Operator A	11.370	---	---
Operator B	10.715	---	---
Sweeper Operator	10.785	---	---
Welder	10.970	---	---
Truck Driver A	10.376	---	---
Truck Driver B	10.376	---	---
Tool Room Attendant	9.939		
Laborer	9.301	9.548	9.880
Building Service Person	10.121	---	---
Concrete Man			
Troubleshooter	10.253		
Communications Operator	10.004	10.135	10.472
Accounting Asst./Sr. Bookkeeper	9.788	10.190	10.988
Payroll Clerk/Typist A	8.581	8.747	9.169

NOTE: When an employee is assigned to work on the paver screw, the employee will be upgraded to the wage of an Operator B.

Read the first time in full and on motion by Delmarth,
and duly adopted, read the second time by title and referred to the
Committee on Committee of the Whole (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne, Indiana, on 19, the 19 day of June o'clock
M., E.S.T.

DATED: 6-23-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmondson,
and duly adopted, placed on its passage. PASSED 1051
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY				<u>1</u>
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>1</u>
HENRY				<u>1</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 7-28-92.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. J 116-92
on the 28th day of July, 1992

ATTEST:

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Don O. Schmidt

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of July, 1992,
at the hour of 11:00 o'clock A M., E.S.T.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of July,
1992, at the hour of 7:30 o'clock A M., E.S.T.

PAUL HELMKE

PAUL HELMKE, MAYOR

J-52-06-23

Admn Appr _____

DIGEST SHEET

TITLE OF ORDINANCE: Approving Collective Bargaining Agreement between the City of Fort Wayne and International Union of Operating Engineers Local 19, covering bargaining unit employees of the Filtration, Water Pollution Control Plant, and Street Departments, for the period July 1, 1992 through December 31, 1994, and including wage schedules effective January 1, 1992.

DEPARTMENT REQUESTING ORDINANCE: Personnel/Labor Relations (6-19-92)

SYNOPSIS OF ORDINANCE: Ratification of 3-year working conditions agreement with IUOE, including one-year wage schedule effective January 1, 1992.

Wage schedule provides 3-1/4 percent, across-the-board increase plus equity adjustments equivalent to 1/4 percent increase, for total wage increase of 3-1/2 percent for 1992.

Insurance copayment increased from \$5 to \$25 per employee per month, effective January 1, 1992. Future copayment amounts negotiable annually.

Premium pay is reduced from triple time to double time for holidays, and from double time for working Sundays or second of two scheduled days off to a maximum of time and one-half for hours worked over 40 in a work week. "Hours worked" defined as actual hours worked, holiday hours paid, or compensatory time taken; no longer includes paid sick time, vacation time, personal time, or paid/unpaid leave.

Holidays reduced from 15 to 10, in exchange for 3 additional personal days per year, and opportunity for paid, excused absence if employee works for election board or candidate(s) on election days.

Scheduling revised to permit management flexibility in order to avoid overtime liability.

EFFECT OF PASSAGE: Working conditions changes listed above offer savings of approximately 75 percent of scheduled overtime and expected to nearly eliminate unscheduled overtime. Rate increase of 3.5 percent for IUOE bargaining unit, and insurance copayment increase of 400 percent.

EFFECT OF NON-PASSAGE: Current working conditions and 1991 rates remain in effect.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): Regular wages = \$129,601 increase + scheduled overtime = \$20,505 increase = \$150,106 additional cost. Savings in overtime costs = 292,830 + additional insurance copay = \$40,560 = \$333,390 savings. NET SAVINGS for 1992 over 1991 = \$183,284.

ASSIGNED TO COMMITTEE (PRESIDENT): _____

BILL NO. S-92-06-23

REPORT OF THE COMMITTEE ON
THE COMMITTEE OF THE WHOLE

DONALD J. SCHMIDT, CHAIR
CLETUS R. EDMONDS, VICE CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON THE COMMITTEE OF THE WHOLE TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) of the Common Council
ratifying a collective bargaining agreement for employees
represented by the International Union of Operating Engineers Local
19 for the years 1992, 1993 and 1994

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~X UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~ 1

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Frank P. Giunta
Cheekwines
William
W. Bradbury.
Sam J. Salario

Clemon Edwards

ABSTAIN
Paul Anthony

DATED: 7-28-92

Sandra E. Kennedy
City Clerk